

Exhibit B

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

JACQUELINE BEEBE, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

V&J NATIONAL ENTERPRISES, LLC,
V&J UNITED ENTERPRISES, LLC, V&J
EMPLOYMENT SERVICES, INC. and
V&J HOLDING COMPANIES, INC.,

Defendants.

Case No. 6:17-cv-06075-EAW-MWP

Class / Collective Action

NOTICE OF CLASS ACTION SETTLEMENT

TO: [Class Member Name]
[Address]
[Address]
[Address]

PLEASE READ THIS NOTICE CAREFULLY.

You are receiving this notice because you have been identified as a member of a potential class action lawsuit involving Pizza Hut franchisees V&J National Enterprises, LLC, V&J United Enterprises, LLC, V&J Employment Services, Inc., and V&J Holding Companies, Inc. (hereinafter, "V&J").

The parties to that lawsuit reached a settlement, and the United States District Court for the Western District of New York granted preliminary approval of that settlement. As described below, you have the right to participate in the settlement and receive a payment. You also have the right to exclude yourself from the settlement or to object to the settlement.

Please read this notice carefully.

1. Why should I read this notice?

This notice explains your right to participate in the settlement and to receive a payment. It also explains your right to exclude yourself from the settlement or object to the settlement, and the procedure for doing so.

The United States District Court for the Western District of New York scheduled a fairness hearing

on [REDACTED], 20 [REDACTED], at [REDACTED] : [REDACTED].m. At the hearing, the Court will consider whether to grant final approval to the settlement. The hearing will take place before the Honorable Elizabeth A. Wolford of the United States District Court for the Western District of New York, Kenneth B. Keating Federal Building 100 State Street Rochester, New York 14614. The Court's decision will impact your rights.

2. What is the lawsuit about?

In the civil lawsuit, Plaintiff Jacqueline Beebe alleges that V&J failed to pay its delivery drivers the legal minimum wage because it failed to adequately reimburse these drivers for the automobile expenses they incurred by delivering pizza. Ms. Beebe brought this civil action under the New York Labor Law ("NYLL") and Fair Labor Standards Act ("FLSA"), on behalf of herself and other individuals who had been employed by V&J as a delivery driver and who made deliveries in the State of New York during the period from June 21, 2010 to September 16, 2017, which is the date V&J sold its Pizza Hut stores (the "Class"). In her request for relief, Ms. Beebe sought unpaid minimum wages and penalties, as well as other relief, including liquidated damages, attorney's fees, and costs.

V&J denied Ms. Beebe's allegations and claims, and asserted that it paid delivery drivers correctly and in compliance with the law.

Legal counsel for both parties spent more than two years conducting a thorough investigation into the factual and legal issues raised in the litigation. Plaintiff Beebe and Class Counsel believe that further proceedings in the litigation, including dispositive motion briefing, class certification and decertification briefing, trial and possible appeals, would be very expensive and protracted and uncertain as to likelihood of success and amount of any possible recovery. Therefore, upon careful consideration of all of the facts, circumstances, and legal issues, Plaintiff Beebe and Class Counsel believe that the settlement agreement they negotiated with V&J is fair, reasonable, and adequate, and is in the best interest of the individuals who are eligible to participate.

Plaintiff Beebe and V&J submitted their settlement agreement to the Court, which granted preliminary approval to the settlement of the lawsuit on a class basis. The Court found the proposed settlement to be fair and reasonable. The Court authorized that this notice be sent to you.

3. How will the settlement amount be allocated?

V&J agreed to pay a maximum gross settlement amount of \$2,350,000.00, which will be allocated as follows. V&J agreed to pay Plaintiff up to \$15,000 (subject to Court approval) as a service award for her efforts on behalf of the class. In addition, Class Counsel will file a separate motion for an award of attorney's fees and reimbursement of litigation costs and expenses, which award will be subject to Court approval. The Parties have also engaged a third-party settlement and claims administrator to aid in the settlement process. The service award; class counsel's fees, costs, and expenses; and settlement and claims administration costs will be paid by V&J from the maximum gross settlement amount. Once the foregoing amounts are subtracted from the maximum gross settlement amount, the remainder will be allocated among the [REDACTED] class members based on the number of weeks worked as a V&J delivery driver during the period from June 21, 2010 to

September 16, 2017. As a member of the class, your individual allocation from the settlement is \$ [REDACTED]. The parties agree that the amount set forth as your payment reflect a fair settlement of the claims in this litigation.

Each settlement payment will be separated into three checks distributed over the next three years: forty percent (40%) will be mailed to you via check within 20 days of the Court granting final approval of the settlement, thirty percent (30%) will be mailed to you via check within one year after the first check, and the remaining thirty percent (30%) will be mailed to you via check within one year after the second check. One-hundred percent (100%) of these payments will be treated as non-taxable payments in reimbursement for incurred expenses and in settlement of claims for alleged interest and penalties. No payroll or tax withholdings will be taken from these payments.

4. What are my options?

Participate in the Settlement. In order to receive a settlement payment, you must timely submit a properly completed Claim Form (copy enclosed) to the Claims Administrator at the address below in accordance with the instructions set forth in this notice and in the enclosed Claim Form. To participate in this settlement, your Claim Form must be received by the Claims Administrator on or before [claims deadline]. If you participate in the settlement and the Court grants final approval to the settlement, you will receive your settlement payment after the Court enters its final approval order. You will have ninety (90) days from the date each check is mailed to you to cash the check. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payments. If you do not exclude yourself from this settlement, you will fully and irrevocably release and covenant not to sue or otherwise pursue claims against V&J and all Released Persons¹ from any and all wage-related claims of any kind, including but not limited to claims pursuant the FLSA, New York law, or any other state or local law, which any Releasing Person has or might have, known or unknown, asserted or unasserted, even if presently unknown and/or un-asserted, that occurred at any time up to and including the date the Court enters a Preliminary Approval Order. This includes without limitation (1) any and all claims asserted in the Litigation; (2) any and all claims for unpaid wages, minimum wages, wage statement penalties, wage notice penalties, liquidated damages, attorneys' fees, costs and expenses, pre- and post-judgment interest, overtime, or non-payment of wages; (3) retaliation for complaining about wages or for asserting wage-related claims and/or any other claims of any kind,

¹ "Released Persons" include: V&J National Enterprises, LLC, V&J United Enterprises, LLC, V&J Employment Services, Inc., and V&J Holding Companies, Inc. and each of their past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by Defendants, divisions, units, branches and any other persons or entities acting on their behalf, including any party that was or could have been named as a defendant in the Litigation and any individual or entity which could be jointly liable with Defendants and any other persons or entities acting on its behalf, including any party that was or could have been named as a defendant in the Litigation.

or any other wage-related or recordkeeping-related claims, damages or relief of any kind; (4) any and all wage-and-hour laws or wage-related claims of any kind under any other laws, including but not limited to any and all such claims pursuant to other federal, local, or other states' laws and/or regulations.

Exclude Yourself from the Settlement. If you wish to exclude yourself from the settlement, you must submit a signed request for exclusion to the Claims Administrator at the address below. To be effective, such request for exclusion must be in writing and must include your name, address, and telephone number. Your request for exclusion must be signed by you, and must be received by the Claims Administrator by [date that is 30 days following mailing]. If you request to be excluded from the class: (a) you will not be entitled to any payment from this settlement; (b) you will not be entitled to object to the settlement or appeal from any orders entered in the lawsuit relating to the settlement; and (c) you will not be bound by the settlement agreement, including the release of claims set forth in the agreement. If you request to be excluded from the class but then change your mind and wish to participate in the settlement, you may withdraw your request to be excluded by sending written notice of your decision that includes your name, address, and telephone number to the Claims Administrator so that it is received by the Claims Administrator by [date that is 30 days following mailing].

Do Nothing. Individuals who do not timely return the Claim Form enclosed with this Notice will not receive any money from the Settlement. However, if you do not request to be excluded from the class, you will still be bound by the settlement agreement, including the release of claims set forth in the agreement.

Object to the Settlement. You may object to the settlement if, for any reason, you believe that it should not be approved by the Court. The Court will consider your objection at the fairness hearing in deciding whether to approve the settlement. If you wish to present objections to the proposed settlement at the fairness hearing, you must do so first in writing. You must include your name, address, a detailed statement of the basis for your objection, the grounds on which you desire to appear and be heard (if any) at the fairness hearing, and, if you are represented by counsel, the name and address of your counsel. To be considered, such statements must be sent to the Claims Administrator via First Class United States mail, and be received by the Claims Administrator by [date that is 30 days following mailing]. If you timely submit a written objection containing the above information, you may appear at the fairness hearing in person (with or without counsel hired and paid for by you). If you wish to appear at the fairness hearing, you must state your intention to do so when you submit your written objection. You may withdraw your objection at any time.

5. Who are the attorneys representing the class?

Plaintiff Beebe is represented by the following attorneys, who have been preliminarily approved by the Court as Class Counsel:

Jeremiah Frei-Pearson
Andrew C. White

FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP
445 Hamilton Avenue, Suite 605
White Plains, New York 10601
Tel: 914-298-3281

6. How will the attorneys for Mr. Beebe and the class be paid?

You will not be required to pay the attorneys for the class in order to participate in the settlement. Class Counsel will be filing a motion with the Court seeking payment of attorney's fees, costs and expenses. The Court will decide the actual amount of attorney's fees, costs and expenses to award, and this amount will be paid by V&J from the maximum gross settlement amount.

7. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing to decide whether to approve the settlement. You are not required to attend the hearing, although you are permitted to do so. At the fairness hearing, the Court will consider whether the settlement is fair, reasonable and adequate. The Court will consider any written objections to the settlement at that time, and it will hear from any class members who object to the settlement provided they submitted written objections in advance, in accordance with the above instructions. The Court has scheduled the hearing to take place on [DATE AND TIME] at the United States District Court for the Western District of New York, Kenneth B. Keating Federal Building 100 State Street Rochester, New York 14614. If the Court changes the date, time or location of the hearing, it will notify the parties through the Court's electronic case management system, but no further notice will be mailed.

8. Where can I obtain additional information?

This notice only provides a summary of the lawsuit and the settlement. For more information, you may contact Class Counsel (contact information above) or the Claims Administrator:

Attn: [Claims Administrator]
[Address]
Telephone Number: _____

You may also inspect the Court files at the Office of the Clerk, United States District Court for the Western District of New York, during regular business hours (typically 8:30 a.m. to 4:30 p.m., Monday through Friday), or through the Court's Public Access to Court Electronic Records (PACER) online service.

**THIS NOTICE HAS BEEN APPROVED BY THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK.**

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**